

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1957 Ed.) to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year and (3) whenever forty per cent (40%) of the original cash price has been paid, furnish a statement to the Buyer showing:

- (A) The total amount paid for -
  - (1) Ground rent, if any;
  - (2) Insurance;
  - (3) Taxes and other periodic charges;
- (B) The amount credited to principal and interest; and
- (C) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for Buyer's obligation under this contract:

When forty per cent (40%) or more of the original cash price of the property shall have been paid, Buyer shall have the right to demand a conveyance of the premises, on the condition that the Buyer shall execute a purchase money mortgage to the Seller, or to a mortgagee procured by the Buyer. When any mortgage is executed in pursuance of the Buyer's demand for a conveyance hereunder, Buyer shall be liable for such expenses as title search, drawing deed and mortgage, notary fees, recording, reasonable building association fees, judgment reports, tax lien reports, one-half (1/2) of the cost of documentary and recordation stamps, and such other expenses as may be lawfully chargeable to Buyer. In any such mortgage the required periodic principal and interest payments to be made by the mortgagor shall not exceed the periodic principal and interest payments otherwise required by this contract, except with the consent of the mortgagor, and such consent may be evidenced by the execution of any such mortgage. Such mortgage shall contain the usual covenants by the mortgagor for the payment of the mortgage debt, the taxes on the mortgaged property and the ground rent, if any, and the premiums on fire and extended coverage insurance in an amount equal to the mortgage indebtedness, if obtainable, and if not then in the highest amount of such insurance obtainable. It shall also contain the usual remedies upon default by way of a power of sale to the mortgagee, his assigns or his attorney and/or a consent by the mortgagor to a decree for sale of the mortgaged property. The deed and mortgage executed pursuant hereto shall entirely supersede this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

Included in Sale:

2 STOVES, 2 REFRIGERATORS, TV ANTENNA, SMOKE ALARM, CENTRAL HEATING, PLUMBING, LIGHT FIXTURES, SOME SCREENS AS EXISTING.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 112 (c) of Article 21, Annotated Code of Maryland (1957 Ed.).

THE SELLER has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent and water rent shall be adjusted and apportioned as of date of possession, and all taxes, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of possession and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of possession. Possession of the premises shall be given to Buyer as of date hereof.

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Rule W79, Maryland Rules of Procedure. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Rule W79, Maryland Rules of Procedure. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller before, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

The Seller recognizes HISSEY REALTY, Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to \_\_\_\_\_% of the sale price hereof, plus one-half of the amount of the annual ground rent, if any; and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor.

The following transfers of title to the property described herein have occurred within six (6) months prior to the date of purchase hereunder:

Date of Transfer	Grantor(s)	Grantee(s)	Sales Price
January 12, 1982	FRED B. GAFNER, JR. & MARGARET LOUISE GARNER	MELVIN A. BOYCE & DEBORAH K. BOYCE,	\$54,000.00

Seller has made repairs or improvements to the property described above, within six (6) months prior to the date of purchase hereunder, to the sum of \$ \_\_\_\_\_, which Buyer, by signing this contract, acknowledges has been substantiated to Buyer's satisfaction prior to the execution of this contract by Buyer.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

\_\_\_\_\_ (SEAL)  
 Fred B. Gafner, Jr.  
 Seller's Signature  
 \_\_\_\_\_ (SEAL)  
 Margaret Louise Garner  
 Seller's Signature  
 \_\_\_\_\_  
 Witness  
 \_\_\_\_\_  
 Date signed by Seller